

**Brian M. Fleischer, Esquire**  
**I.D. No. 55894**  
**Ivy M. Kempf, Esquire**  
**I.D. No. 85845**  
**1420 Walnut Street**  
**Suite 810**  
**Philadelphia, PA 19102**  
**(215) 546-7979**

**Attorneys for Plaintiff**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

_____	:	
Wells Fargo Financial Leasing, Inc.	:	
	:	
Plaintiff,	:	CIVIL ACTION NO. 02-cv-4748
	:	
v.	:	
	:	
NAHC, Inc. fka Novacare, Inc.,	:	
Select Medical Corp., Rehabclinics, Inc.	:	<b>ANSWER TO DEFENDANT SELECT</b>
and Novacare Employee Services, Inc.	:	<b>MEDICAL CORPORATION AND</b>
	:	<b>DEFENDANT REHABCLINICS, INC.'S</b>
Defendants.	:	<b>COUNTERCLAIM</b>
_____	:	

Plaintiff Wells Fargo Financial Leasing, Inc. ("Plaintiff"), by and through its attorneys, hereby answers the Defendants', Select Medical Corporation and Rehabclinics, Inc.'s ("Defendants") Counterclaim as follows:

**COUNTERCLAIM AGAINST WELLS FARGO**

30.<sup>1</sup> Denied. Any and all payments received pursuant to the Leases at issue have been properly credited. The demand amounts set forth in the Complaint accurately state the current accelerated balance with credit duly given.

\_\_\_\_\_  
<sup>1</sup> Due to the fact that Defendants numbered the beginning of their Counterclaim with paragraph 30, Plaintiff has done the same for the sake of clarity.

31. Denied. Any and all payments received pursuant to the Leases at issue have been properly credited. The demand amounts set forth in the Complaint accurately state the current accelerated balance with credit duly given. By way of further response, the Lease Agreements are written documents which speak for themselves.

32. Denied. Any and all payment received pursuant to the Leases at issue have been properly credited. The demand amounts set forth in the Complaint accurately state the current accelerated balance with credit duly given.

33. Denied. These allegations are conclusions of law to which no response is required.

WHEREFORE, Plaintiff, Wells Fargo Financial Leasing, Inc., demands judgement against Defendant, Select Medical Corp., in the amount of \$21,015.15, plus attorneys' fees in the amount of 25% being \$5,253.79, interest, late fees, costs of suit and such other and further relief as this Court deems just and proper and demands judgement against Defendant, Rehabclinics, Inc., in the amount of \$136,650.04, plus attorneys' fees in the amount of 25% being \$34,162.51, interest, late fees, costs of suit and such other and further relief as this Court deems just and proper.

Respectfully submitted,

---

Ivy M. Kempf, Esquire  
I.D. No. 85845  
Fleischer and Fleischer  
1420 Walnut Street, Suite 810  
Philadelphia, PA 19102  
Attorney for Plaintiff,  
Wells Fargo Financial Leasing, Inc.

Dated: